

PREPARED BY AND RETURN TO:
Walter H. Wolfe, Jr., Esq.
Foley & Lardner LLP
106 East College Ave., Ste. 900
Tallahassee, FL 32301

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is hereby made on this 4th day of February, 2005, by RICHARD R. JACKSON and NORA NELL JACKSON, husband and wife, whose mailing address is c/o TALCO Commercial Real Estate Services, 1018 Thomasville Road, Suite 200-A, Tallahassee, Florida 32303, hereinafter referred to collectively as the "Grantor," in favor of LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the "Grantee."

WITNESSETH:

FOR AND IN CONSIDERATION OF the mutual promises and other good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, its successors and assigns, a perpetual Conservation Easement (this "Easement") in accordance with Section 704.06, Florida Statutes, over and across the real property more particularly described on Exhibit "A" attached hereto and made part hereof (the "Easement Premises"), on the terms and conditions hereinafter set forth:

The following activities are prohibited within the Easement Premises, pursuant to Section 704.06, Florida Statutes:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures above or on the ground.
2. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
3. Removal or destruction of trees, shrubs, or other vegetation.

4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such matter as to affect the surface.

5. Surface use, except for purposes that permit the land or water area to remain predominately in its natural condition.

6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife conservation habitat preservation.

7. Acts or uses detrimental to such retention of land or water areas.

8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

Notwithstanding the foregoing, the Grantor shall be permitted to perform the activities set forth in the plan attached hereto as Exhibit "B", which also addresses other conditions of this easement.

It is understood that the granting of this Easement entitles the Grantee to enter the Easement Premises in a reasonable manner and at reasonable times for the specific purpose of assuring compliance with the conditions of this Easement; provided that the Grantee shall give Grantor reasonable notice of any activity to be conducted on the Easement Premises other than an inspection to assure compliance with this Easement. It is further understood that the granting of this Easement shall not constitute a dedication of the Easement Premises for any public use or purpose other than the express purposes set forth herein, including without limitation the construction of any storm water drainage or other utility facilities, nor shall it create the right of entry upon or passage across the Easement Premises by the general public for any reason whatsoever.

Grantor hereby fully warrants: that Grantor has unencumbered fee simple title to the Easement Premises and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under Grantor; and that Grantor has good right and lawful authority to grant this Easement. This Easement shall constitute a covenant to run with the land as described herein, and where the context of this Easement requires, allows or permits, the provisions hereof shall bind and inure to the benefit of the successors or assigns of Grantor and Grantee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused these covenants to be executed and its seal to be affixed hereto on the day and year first above written.

WITNESS:

[Signature]
(Sign)
INERID AVENDAÑO
(Print Name)

[Signature]
RICHARD R. JACKSON, Grantor

WITNESS:

[Signature]
(Sign)
Rebecca J. Adams
(Print Name)

WITNESS:

[Signature]
(Sign)
INERID AVENDAÑO
(Print Name)

[Signature]
NORA NELL JACKSON, Grantor

WITNESS:

[Signature]
(Sign)
Rebecca J. Adams
(Print Name)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 4th day of February, 2005, by RICHARD R. JACKSON AND NORA NELL JACKSON, who are personally known to me, or who have produced _____ as identification, and who did not take an oath.

[Signature]
Print Name: Rebecca J. Adams
My Commission Expires: April 11, 2007



EXHIBIT "A"

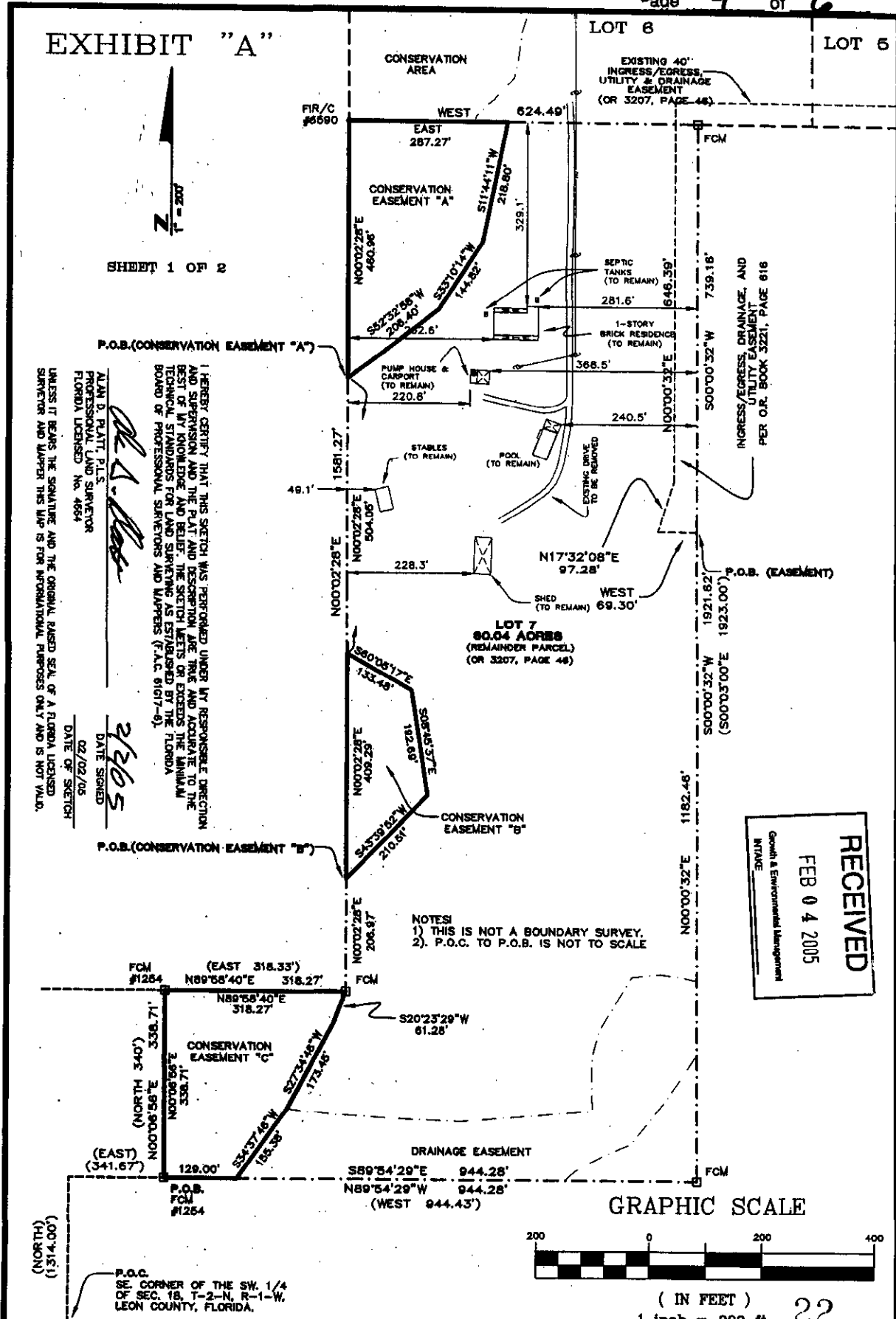
SHEET 1 OF 2

I HEREBY CERTIFY THAT THIS SKETCH WAS PERFORMED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THE PLAT AND DESCRIPTION ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE SKETCH MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (F.A.C. 61G17-6).

ALAN D. PLATT, P.L.S.
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NO. 4664

DATE SIGNED: 2/20/05
DATE OF SKETCH: 02/02/05

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



RECEIVED
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Growth & Environmental Management
INVADE

NOTES:
1) THIS IS NOT A BOUNDARY SURVEY.
2) P.O.C. TO P.O.B. IS NOT TO SCALE

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft. 22

CONSERVATION EASEMENT "A"

Commence at the Southeast corner of the Southwest one-quarter of Section 18, Township 2 North, Range 1 West, Leon County, Florida and thence run North 1314.00 feet, thence North 89 degrees 50 minutes 57 seconds East for a distance of 341.67 feet, thence run North 00 degrees 06 minutes 56 seconds East a distance of 338.71 feet, thence run North 89 degrees 58 minutes 40 seconds East a distance of 318.27 feet, thence run North 00 degrees 02 minutes 28 seconds East a distance of 1120.31 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 02 minutes 28 seconds East a distance of 460.96 feet, thence run East a distance of 287.27 feet, thence run South 11 degrees 44 minutes 11 seconds West a distance of 218.80 feet, thence run South 33 degrees 10 minutes 14 seconds West a distance of 144.82 feet, thence run South 52 degrees 32 minutes 58 seconds West a distance of 206.40 feet, to the POINT OF BEGINNING, said lands containing 91,717 square feet or 2.11 acres, more or less.

CONSERVATION EASEMENT "B"

Commence at the Southeast corner of the Southwest one-quarter of Section 18, Township 2 North, Range 1 West, Leon County, Florida and thence run North 1314.00 feet, thence North 89 degrees 50 minutes 57 seconds East for a distance of 341.67 feet, thence run North 00 degrees 06 minutes 56 seconds East a distance of 338.71 feet, thence run North 89 degrees 58 minutes 40 seconds East a distance of 318.27 feet, thence run North 00 degrees 02 minutes 28 seconds East a distance of 206.97 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 02 minutes 28 seconds East a distance of 409.29 feet, thence run South 60 degrees 05 minutes 17 seconds East a distance of 133.48 feet, thence run South 08 degrees 45 minutes 37 seconds East a distance of 192.69 feet, thence run South 43 degrees 39 minutes 52 seconds West a distance of 210.51 feet, to the POINT OF BEGINNING, said lands containing 39,761 square feet or 0.91 acres, more or less.

CONSERVATION EASEMENT "C"

Commence at the Southeast corner of the Southwest one-quarter of Section 18, Township 2 North, Range 1 West, Leon County, Florida and thence run North 1314.00 feet, thence North 89 degrees 50 minutes 57 seconds East for a distance of 341.67 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 00 degrees 06 minutes 56 seconds East a distance of 338.71 feet, thence run North 89 degrees 58 minutes 40 seconds East a distance of 318.27 feet, thence run South 20 degrees 23 minutes 29 seconds West a distance of 61.28 feet, thence run South 27 degrees 34 minutes 46 seconds West a distance of 173.45 feet, thence run South 34 degrees 37 minutes 46 seconds West a distance of 155.38 feet, thence run North 89 degrees 54 minutes 29 seconds West a distance of 129.00 feet, to the POINT OF BEGINNING, said lands containing 79,277 square feet or 1.82 acres, more or less.

Exhibit "B"

CONSERVATION MANAGEMENT PLAN

1. Maintenance of the conservation easement areas shall be the responsibility of the property owner upon whose property a given conservation easement area or portion thereof is located. An individual lot owner will only be responsible for the maintenance of that portion of each conservation easement area located on the lot owner's property.
2. Eradication of invasive and nuisance plant species may be accomplished through the application of herbicides or by physical removal of such plants. Herbicides must be applied in accordance with the manufacturer's labeling. As used herein, "invasive" species are those plants listed by the Florida Exotic Pest Plant Council's (EPPC) list of invasive species. "Nuisance" species are native plants not listed by the EPPC but are considered undesirable due to their competitive effects, such as grapevine, cattail, dog fennel, cat briar, etc. Leon County must be contacted prior to the eradication of nuisance plants to ensure the county agrees with designating the particular plant species as being a nuisance species.
3. Removal of dead, dying, or diseased trees, shrubs or other vegetation may be accomplished through physical removal of such plants. Leon County must be contacted prior to the removal of dead, dying, or diseased plants to ensure the County agrees with designating the particular plant as being dead, dying, or diseased.
4. Any grass areas on the perimeter of the Easement Premises may be regularly mowed to maintain a well-kempt appearance. Under no circumstances are trees or shrubs 2" DBH or greater in size to be mowed or removed, unless otherwise allowed by the "Conservation Management Plan".
5. Any proposed planting of additional vegetation shall be submitted to the Leon County Department of Community Development for review and approval.
6. Any other activities where specifically authorized by an Environmental Management Permit issued by the Leon County Department of Community Development.